Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. 2. Registration No. 1. Name and address of registrant 5753 Ouinn Gillespie & Associates LLC 1133 Connecticut Avenue, N.W., 5th Floor Washington, D.C. 20036 4. Principal address of foreign principal 3. Name of foreign principal Level 8 - Convention Tower Dubai Aerospace Enterprise (DAE) Ltd. P.O. Box 9522 Dubai, United Arab Emirates 5. Indicate whether your foreign principal is one of the following: Foreign government Foreign political party Foreign or domestic organization: If either, check one of the following: ☐ Committee ☐ Partnership ☐ Voluntary group Corporation ☐ Association Other (specify): ☐ Individual-State nationality 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals. 7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,		
a) State the nature of the business or activity of this foreign principal		
DAE Ltd. is a global aerospace, manufacturing and services corporation.		
b) Is this foreign principal		
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🔽
Owned by a foreign government, foreign political party, or other foreign principal	Yes 🔽	No 🗌
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗹
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🔽	No 🗌
Financed by a foreign government, foreign political party, or other foreign principal	Yes Z	No 🗌
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🔽
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	ign political party	or other fore
Date of Exhibit A Name and Title Signature Jack Quinn, Co-Chairman)	

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Management and Budget, Washington, DC 20503.		
1. Name of Registrant	2. Registration No.	
Quinn Gillespie & Associates	5753	
3. Name of Foreign Principal		
Dubai Aerospace Enterprise (DAE) Ltd.		
	Check Appropriate Boxes:	
4. The agreement between the registrant and the aboa copy of the contract to this exhibit.	ove-named foreign principal is a formal written	contract. If this box is checked, attach
5. There is no formal written contract between the reprincipal has resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the reprincipal has resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the reprincipal has resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the reprincipal has resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the resulted from an exchange of correspondent copy of any initial proposal which has been adopted by resulting the contract between the copy of the co	nce. If this box is checked, attach a copy of all p	pertinent correspondence, including a
6. The agreement or understanding between the reg exchange of correspondence between the parties. If this oral agreement or understanding, its duration, the fees an	box is checked, give a complete description be	neither a formal written contract nor an low of the terms and conditions of the
oral agreement of understanding, he datation, are too an		
7. Describe fully the nature and method of performance	of the above indicated agreement or understand	ling.
The performance of the above-referenced agreement is	set forth in the attached written Letter of Agree	ment.

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



March 9, 2007

Letter of Agreement

Mr Mark Craig
Senior Vice President & General Counsel Dubai Aerospace Enterprise (DAE) Ltd.
Level 8 - Convention Tower
PO Box 9522
Dubai
United Arab Emirates

Mr. David Kennedy Dubai Aerospace Enterprise (DAE) Ltd. Level 8 - Convention Tower PO Box 9522 Dubai United Arab Emirates

Dear Mark and David:

We are pleased that Dubai Aerospace Enterprise (DAE) Ltd. ("DAE" or "Client") has retained Quinn Gillespie & Associates ("QGA" or the "Firm") to provide public affairs services. The purpose of this letter is to set forth our mutual understanding as to the terms and conditions of QGA's engagement.

- 1. <u>Description of Services</u>. QGA will provide government relations services to Client related to the acquisition of Landmark and Standard Aero by DAE. Specifically, activities will include lobbying the U.S. Congress and the Bush Administration. QGA is not a law firm and will not provide legal services or advice to Client.
- 2. Fee Amount, Expenses and Payment Schedule. Client agrees to pay QGA non-refundable retainer fees of USD \$40,000 per month (the "Retainer Fees") for the period beginning March 1, 2007 and ending August 31, 2007 (the "Term"). These Retainer Fees shall be paid in advance monthly installments due on the First day of each month of the Term. Client also agrees to pay the

last month of Retainer Fees (for August 2007) in advance. Therefore, a payment of USD \$120,000 is due on April 1, 2007 to cover Retainer Fees for the months of March, April and August. Subsequent payments of USD \$40,000 will be due on May 1, June 1 and July 1 of 2007. The payment due on April 1, 2007 must be paid by that date or QGA will discontinue work on this project. Client and QGA agree to consider extending this Agreement at the end of the Term. Client also will be billed with each invoice an administrative fee equal to 2% of the Retainer Fee for the invoiced period to cover basic client service expenses including photocopies, phone and long distance charges, faxes, regular postage and delivery services. Such expenses will not otherwise be billed or itemized. Other expenses, including but not limited to items such as business class travel, local transportation, printing and bulk mailing postage, will be billed to Client separately on an itemized basis. Client agrees to pay our invoices within thirty (30) days of Client's receipt thereof.

- 3. Waiver. Client acknowledges that it has been advised and understands that QGA may represent firms which now, or in the future may, compete or otherwise have interests adverse to Client in matters not substantially related to the specific matters for which Client has retained QGA. QGA shall notify and consult with Client in advance of accepting any matter known by QGA to be adverse to Client.
- 4. <u>Confidentiality</u>. Except as necessary for the performance of the services contemplated herein or with the Client's specific consent, QGA shall keep confidential all information received from Client, its affiliates or representatives. QGA's obligation to keep information confidential shall survive termination of this agreement.
- 5. Extension. If, after the Term expires and in the absence of the execution of a new Letter of Agreement, QGA continues to provide services to Client and Client continues to pay QGA for those services, Client and QGA mutually agree that the terms of this Letter of Agreement will remain in force as long as services by QGA and payments by Client continue.
- 6. Indemnification and Related Matters. Client shall indemnify and hold harmless and defend QGA, its principals, directors and employees from and against all actual or threatened claims, proceedings, suits or investigations of any type, damages, losses, liabilities, costs and expenses, including attorneys' and other professionals' fees, arising out of or related to QGA's services for Client. QGA shall in no event be liable to Client in any amount in excess of retainer fees paid to QGA.

If the terms of the engagement are acceptable to Client, we would appreciate it if you would sign and return to QGA a copy of this letter, evidencing Client's agreement to these terms.

ACCEPTED AND AGREED TO:

Dubai Aerospace Enterprise (DAE) Ltd.

Name: David Rogers
Date: 2-April-07

Sincerely,

Jack Quinn Co-Chairman

Cc: David Kennedy